

PORSE
11.3.31.7.1 v3

USEPA SF



1285061

THE PORT OF PORTLAND
DRY DOCKAGE SALES RE-CAP
for Month of AUGUST 1945.

Debit: ACCOUNTS RECEIVABLE ✓ A29 \$21,521.85
Debit: DISTRIBUTION Ledger ✓ F29 - 50.00
Debit: _____ - _____
Credit: DOCKAGE EARNINGS ✓ Q15 \$21,571.85

DOCKAGE STATISTICS:

	<u>Number Docked</u>	<u>Ton Days</u>
Seagoing Vessels	9	213,040
River Boats, Barges, etc.	3	466
TOTALS	12	213,506

7.

August 19 45

Gross Reg. Tonnage: 76

Cargo — Long Tons: _____

Ordered by City of Portland Fire Bill to same Repairs by Albina Engine & Mach. Wks.

Docked: Undocking Started: Lifted on:

2:20P M 8/31 19 45 6:15P M 8/31 19 45 Pontoons Nos. 5 Dock No. 1

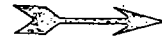
11023 JAMES. KERNS & ABBOTT CO. PORTLAND

[illegible]

PURCHASE ORDER

CITY OF PORTLAND, OREGON
DEPARTMENT OF FINANCE
KENNETH L. COOPER, Commissioner
BUREAU OF PURCHASES AND STORES
ROOM 208 CITY HALL

THIS ORDER NUMBER



49199

Must appear on
your invoice in
triplicate, on
packages and de-
livery slips.

Port of Portland
916 Spalding Bldg.
Portland 4, Oregon

9/10/45

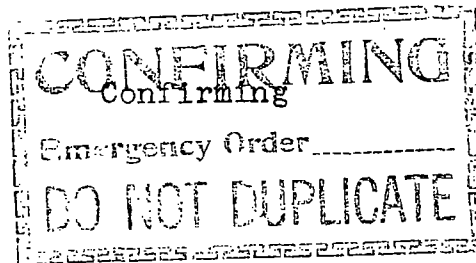
Please furnish to Bureau of Fire
Deliver Prepaid to Fireboat No. 2 - 922 N. River St.

DESCRIPTION

PRICE

Drydock Fireboat No. 2

84.15



IMPORTANT—

Send invoices in triplicate to Bureau of Purchases, Room 208 City Hall.

The City is exempt from Federal Taxes. Do not include in charges.

Delivery must be prepaid to destination indicated.

If necessary to add shipping charges, copy of receipted Transportation Bill must accompany invoice.

CITY OF PORTLAND, OREGON,

By

Gentry W. Yates
GENTRY W. YATES Purchasing Agent.

THE PORT OF PORTLAND — DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No. 4006 August 19 45

Name of Vessel S/S Alexander J Dallas Gross Reg. Tonnage: 7180

Cargo — Long Tons: _____

Ordered by Albina Engine & Machine Works same Repairs by same

Docked: _____ Undocking Started: _____ Lifted on: _____

6:55 P M 8/24 19 45 6:21 A M 8/26 19 45 Pontoons Nos. all Dock No. 2

11023 JAMES. KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
8/25	Lift day ends 6:55 PM		Washed, cleaned & painted hull. Cleaned
	7180 @ .10	718.00	sea valves & inspected anchor chains.
8/26	1/4 of 1st lay day ends 1:55 AM		
	7180 tons @ .10 X 1/4	179.50	
		897.50	
			Vessel arrived pier S-2 at 5:40 PM 8/24
			After undocking, vessel tied to pier S-2
			at 7:33 AM 8/26
			Vessel departed from pier S-2 at
	Vessel ready to undock at 11:45 PM		7:42 A.M. 8/26
	8/25		

Compiled by

C

Approved by

Entered

AUG 30 1945

Billed

8/20

PURCHASE ORDER

REPAIR DEPARTMENT

JOB NO. Alex. Dallas

ALBINA ENGINE & MACHINE WORKS, INC.

2103 N. CLARK AVE.
PORTLAND 12, OREGONPURCHASE
ORDER NO. 60279DATE Sept 5, 1945

SHIP TO

VIA 5188 - 65 - 56

F. O. B.

DEPT. ORDERED BY D.J. 4006

DATE WANTED

MARK EVERY PACKAGE WITH
ABOVE ORDER NUMBER.The Port of Portland916 Spalding Bldg.City

QUANTITY	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	TRADE DISCOUNT	AMOUNT
	DA WSA 373				
	S. S. "Alex. Dallas"				
	Docking and Undocking				
	Lift Day	7,180 tons	.10¢ per ton		
	1st 1/4 of 1st Lay Day	7,180 tons	10 x 1/4 per ton		
<p>This is a subcontract order WARSHIPREP made with the War Shipping Administration. The subcontractor agrees that within sixty days after the end of each calendar year it will submit to the Director of the Repair Contract Division, War Shipping Administration, 39 Broadway, New York City, a final statement prepared in accordance with sound accounting practices, showing the cost and profit from the performance of work during such year under this and all other WARSHIPREP subcontracts, and under any other subcontracts which may be entered into by the subcontractor in connection with the performance of work under this contract. The War Shipping Administration will determine the basis on which the cost and profit shall be determined and shall not affect transportation or handling charges.</p>					

PLEASE FURNISH 3 COPIES OF INVOICES
COVERING THIS MATERIAL.INVOICES MUST BE MAILED NOT LATER THAN 5 DAYS AFTER
ORDER IS SHIPPED.PACKING SLIP MUST ACCOMPANY EACH
SHIPMENT.

FDL:1j

PURCHASING AGENT

THE PORT OF PORTLAND—DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No. 4005

August

1945

Name of Vessel S/S William Sturgis

Gross Reg. Tonnage: 7176

Cargo — Long Tons: _____

Works

Ordered by Albina Engine & Machine

Bill to same

Repairs by same

Docked:

Undocking Started:

Lifted on:

9:47 A M 8/23

1945 3:25 P M 8/24

1945 Pontoons Nos. all

Dock No. 2

11023 JAMES, KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
8/24	Lift day ends 9:47 AM 7176 @ .10	717.60	Washed, cleaned & painted hull. Cleaned
	1/4 of 1st lay day ends 3:47 PM		sea chests
	7176 tons @ .10 X 1/4	179.40	
		897.00	
			Vessel arrived pier S-2 at 8:27 AM 8/23
			After undocking, vessel tied to pier S-2
			at 4:32 PM 8/24
	Vessel ready to undock 3:20 PM 8/24		Vessel departed from pier S-2 at 4:45 PM
			8/24

Compiled by

C

Approved by

Entered

AUG 30 1945

Billed

8/29

PURCHASE ORDER

REPAIR DEPARTMENT

JOB NO. William Sturges

ALBINA ENGINE & MACHINE WORKS, INC.

2103 N. CLARK AVE.

PORTLAND 12, OREGON

PURCHASE
ORDER NO. 60278DATE Sept 5, 1945

SHIP TO

VIA 6317 - 65 - 3

F. O. B.

DEPT. ORDERED BY

DATE WANTED D.J. 4005MARK EVERY PACKAGE WITH
ABOVE ORDER NUMBER.The Port of Portland960 Spalding Bldg.City - 4

QUANTITY	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	TRADE DISCOUNT	AMOUNT
	WSA 5474				
	S. S. "William Sturges"				
	Docking and Undocking				
	Lift Day		7,176 tons 10¢ per ton		
	1st 1/4 of 1st lay day		7,176 tons 10 x 1/4 per ton		
<p>This is a subcontract under the CONTRACT made with the War Shipping Administration. The subcontractor agrees that within sixty days after the end of each calendar year it will submit to the Director of the War Shipping Administration, 39 Broadway, New York City, a financial statement prepared in accordance with sound accounting practices, showing the performance of work during such year and all other WSA, R.R., E.R. and other work done by the subcontractor, in which event the subcontractor shall be liable for the payment of the balance of the account. The subcontractor shall also be liable for the payment of the balance of the account. The subcontractor shall also be liable for the payment of the balance of the account.</p>					

PLEASE FURNISH 3 COPIES OF INVOICES
COVERING THIS MATERIAL.INVOICES MUST BE MAILED NOT LATER THAN 5 DAYS AFTER
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SHIPMENT.

FDL:lj



PURCHASING AGENT

THE PORT OF PORTLAND — DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No. 4004

August 19 45

Name of Vessel USS Hariequin AM 365

Gross Reg. Tonnage: 590 displ.

Ordered by Willamette Iron & Steel Corp'n.

Cargo — Long Tons: order of 2 1/2 4188

Bill to same

Repairs by same

Docked:

Undocking Started:

Lifted on:

10:10AM 8/18 1945 4:00P M 8/21 19 45 Pontoons Nos. 3-4-5 Dock No. 1

11023 JAMES KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
8/18	Part of lift day ends 12:00 PM		Sand blasted & painted hull
8/19	Idle day-Sunday ends 12:00 PM		
8/20	Bal. of lift day ends 10:10 AM		
	590 tons @ .20	118.00	
8/21	1/4 of 1st lay day ends 4:10 PM		
	590 tons @ .10 X 1/4	14.75	
		132.75	Vessel arrived pier N-2 at 9:00 AM 8/18
			Vessel departed from dock #1 at
			4:38 PM 8/21
	Vessel ready to undock 4:00 PM 8/21		

Compiled by
C

Approved by 

Entered
Aug 27 1945

Billed
5/26

THE PORT OF PORTLAND — DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No. 4002 August 19 45

Name of Vessel USS AM 364 Graylag Gross Reg. Tonnage: 590 Displ. _____

Cargo — Long Tons: oil 27 8-4-48

Ordered by Willamette Iron & Steel Corp'n. Bill to same Repairs by same

Docked: _____ Undocking Started: _____ Lifted on: _____

10:45A M 8/13 1945 1:50 PM 8/17 1945 Pontoons Nos 3-4-5 Dock No 1

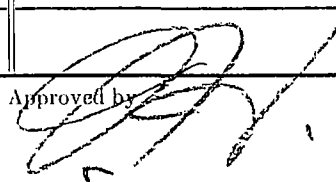
11023 JAMES KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
8/14	Lift day ends 10:45 AM 590 tons @ .20	118.00	Sandblasted and painted hull.
	Part of 1st lay day ends 12:00 PM		
8/15	Idle day a/c Jap surrender ends 12PM	-----	
8/16	Idle day ditto	-----	
8/17	Bal. of 1st lay day ends 10:45 AM		
	590 tons @ .10	59.00	
	1/4 of 2nd lay day ends 4:45 PM		
	590 tons x .10 x 1/4	14.75	Vessel arrived pier N-2 at 9:00 AM 8/13
		191.75	
			Vessel departed from pin dock #1 at
			2:35 PM 8/17
	Vessel ready to undock 1:45 PM 8/17		

Compiled by

C

Approved by



Entered

AUG 27 1945

Billed

8/24

THE PORT OF PORTLAND, DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No. 4003 August 1945

Name of Vessel S/S Samuel K Barlow Gross Reg. Tonnage: 7176

Cargo — Long Tons: _____

Ordered by Northwest Marine Iron Works. Bill to same Repairs by same

Docked: _____ Undocking Started: _____ Lifted on: _____

10:00P M. 8/13 19 45 3:12P M. 8/17 19 45 Pontoons Nos. all Dock No. 2

11023 JAMES KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
	Purchase Order 41225		Washed, cleaned & painted hull
8/14	Lift day ends 10:00 PM 7176 @ .10	717.60	
	2 hrs of 1st lay day ends 12:00 PM	- - - -	
8/15	Idle day a/c Japan surrender ends 12 PM	- - - -	
8/16	ditto ends 12:00PM	- - - -	
8/17	Balance of 3/4 of 1st lay day ends		
	4:00 PM 7176 X 10 x 3/4	538.20	Vessel arrived pier S-2 at 8:45 PM 8/13
		1,255.80	
			After undocking, vessel tied to pier
			S-2 at 4:20 PM 8/17
			Vessel ready to undock departed from
	Vessel ready to undock 2:15 PM 8/17		pier S-2 at 5:30 PM 8/17

Compiled by
C

Approved by

Entered
AUG 27 1945

Billed
8/22

JOB NO. 533-6500
"SAMUEL K. BARLOW"
ORDERED FOR

PURCHASE ORDER

1

NORTHWEST MARINE IRON WORKS

2516 N.W. 29TH AVENUE
PORTLAND 10, OREGON

F. Davis

TO Port of Portland

DATE 8/14/45

Spalding Building

TERMS Net

Portland 4, Oregon

F. O. B.

SHIP VIA

DATE WANTED

ITEM	QUANT.	UNIT	DESCRIPTION	PRICE	UNIT	DISCOUNT
			Dry Docking Est. cost \$500.00 Lift day @ .14 per gross ton Lay " " .10 " " "			
<p>This is a subcontract under WARSHIPREP made with the War Shipping Administration. The subcontractor agrees that within sixty (60) days after the end of each calendar year it will submit to the Director of the Repair Contract Division, War Shipping Administration, 39 Broadway, New York City, a financial statement prepared in accordance with sound accounting practice, showing the revenues, costs and profits from the performance of work during such year under this and all other WARSHIPREP subcontracts, and under any WARSHIPREP contract if held by the subcontractor, in which event the provisions of Article 6 of WARSHIPREP shall govern for all such work; and that the subcontractor upon demand by the War Shipping Administration will repay to the Administration all profits in excess of 10% of the subcontractor's aggregate cost for such work, as determined by the said Director. This shall not affect renegotiation or repricing under the Revenue Act of 1943.</p> <p>In its performance of this agreement sub-contractor shall be subject to all the applicable provisions and conditions of prime repair Contracts, WSA - 5804 and DA - WSA - 469 between Contractor and the Government.</p>				Confirmation		

© 58084

RENDER INVOICES IN QUADRUPLICATE

RATING: None
ALLOTMENT SYMBOL: _____
CONTRACT: WSA-5804

BUYER: Hubbard

CERTIFICATION (C. M. P. Reg. No. 7)

"The undersigned purchaser certifies, subject to the penalties of Section 35 (A) of the United States Criminal Code, to the seller and to the War Production Board, that, to the best of his knowledge and belief, the undersigned is authorized under applicable War Production Board regulations or orders to place this delivery order, to receive the item(s) ordered for the purpose for which ordered, and to use any preference rating or allotment number or symbol which the undersigned has placed on this order.

NORTHWEST MARINE IRON WORKS

PURCHASE ORDER No. **41225**

NORTHWEST MARINE IRON WORKS

[Signature]
By Samuel K. Barlow

By _____ Date 8/14/45

NO. 112

THE PORT OF PORTLAND—DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No. 4001

August 1945

Name of Vessel S/S Philip Kearny

Gross Reg. Tonnage: 7187

Cargo — Long Tons: _____

Ordered by Albina Engine & Machine Works. Bill to same Repairs by same

Docked: _____ Undocking Started: _____ Lifted on: _____

10:30 A M 8/12 19 45 4:33 P M 8/13 19 45 Pontoons Nos. all Dock No. 2

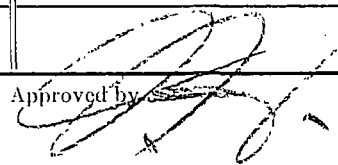
11029 JAMES, KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
8/13	Lift day ends 10:30 AM 7187 @ .10	718.70	Washed, cleaned & painted hull.
	1/4 of 1st lay day ends 4:30 PM		Cleaned sea chests.
	7187 tons @ .10 X 1/4	179.68	
		898.38	
			Vessel arrived pier S-3 at 3:30 PM 8/10
			After undocking, vessel tied to pier S-2
			at 5:40 PM 8/13
			Vessel departed from pier S-2 at
			5:57 PM 8/13
	Vessel ready to undock 4:20 PM 8/13		

Compiled by

C

Approved by



Entered

AUG 20 1945

Billed

8/20

PURCHASE ORDER

REPAIR DEPARTMENT

JOB NO. Philip Kearney

ALBINA ENGINE & MACHINE WORKS, INC.

2103 N. CLARK AVE.
PORTLAND 12, OREGONPURCHASE
ORDER NO. 59833DATE August 24, 1945SHIP TO 5184 - 65 - 51
VIA

F. O. B.

DEPT. ORDERED BY D J - 4001DATE WANTED
MARK EVERY PACKAGE WITH
ABOVE ORDER NUMBER.The Port of Portland960 Spalding Bldg.City - 4

QUANTITY	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	TRADE DISCOUNT	AMOUNT
	DA WSA 373				
	Dock and undocking SS Philip Kearney				
	Lift day	7,187 tons	.10¢ per ton		
	1st 1/4 of 1st Lay day	7,187 ton	.10 x 1/4¢ per ton		

This is a subcontract under WARSHIPREP made with the War Shipping Administration. The subcontractor agrees that within sixty days after the end of each calendar year it will submit to the Director of the Repair Contract Division, War Shipping Administration, 30 Broadway, New York City, a financial statement prepared in accordance with sound accounting practice, showing the revenue, costs and profits from the performance of work during such year under this and all other WARSHIPREP contracts and under any other contract entered into by the subcontractor in which event the provisions of Article 6 of WARSHIPREP shall govern for all purposes. The subcontractor shall be held liable for such work, as determined by the said Director. This subcontract shall be subject to the provisions of the Revenue Act of 1943.

PLEASE FURNISH 3 COPIES OF INVOICES
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FDL:lj

PURCHASING AGENT

PURCHASE ORDER

REPAIR DEPARTMENT

ALBINA ENGINE & MACHINE WORKS, INC.

PORTLAND 12, OREGON
2103 N. CLARK AVE.

ORDER NO. _____
PURCHASE _____

22392

DATE AS JANUARY 1947

SHIP TO 5184 - 65 - 51

DEPT. ORDERED BY D 1 - 4001

The Port of Portland

960 Spelling Bids.

A - 7410

RECEIVED
AUG 28 1945
THE PORT OF PORTLAND

FDL:71

THE PORT OF PORTLAND—DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No. 4000

August 19 45

Name of Vessel.....Uss T-68 (US Army Fireboat).....

Gross Reg. Tonnage: 60 disp.

Cargo — Long Tons:

Ordered by Floating Marine Ways Bill to same Repairs by same

Docked: _____ Undocking Started: _____ Lifted on: _____

4:33 P.M. 8/10 1945 3:10 P.M. 8/11 1945 Pontoons Nos. 5 Dock No. 1

11023 JAMES. KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
8/11	Lift day ends 4:33 PM		Washed, cleaned & painted hull
	Minimum taxday charge	50.00	
			Vessel arrived pier N-2 at 11:00 AM 8/10
			Vessel departed from dock #2 at 3:30 PM 8/11
	Vessel ready to undock 3:00 PM 8/11		

Compiled by C

Approved by _____

Entered

AUG 20 1945

Billed

Billed
8/14

THE PORT OF PORTLAND—DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No.....3999.....

August 19 45

Name of Vessel S/S Farnifold M. Simmons Gross Reg. Tonnage: 7177

Cargo — Long Tons:

Works
Ordered by Albina Engine & Machine Bill to same Repairs by same

Docked: Undocking Started: Lifted on:

2:21 PM 8/10 19.45 7:21A M 8/12 19.45 Pontoons Nos. all Deck No. 2

11023 JAMES, KERNS & ABBOTT CO. PORTLAND

<small>T-7023 JAMES KERRIS & ABBOTT CO. PORTLAND</small>					
<small>DATE</small>	<small>DOCKAGE</small>	<small>AMOUNT</small>	<small>GENERAL DESCRIPTION OF WORK</small>		
8/11	Lift day ends 2:21 PM 7177 @ .10	717.70	Washed, cleaned & painted hull. Cleaned		
8/12	3/4 of 1st lay day ends 8:21 AM		sea valves.		
	7177 @ .10 X 3/4	538.28			
		1,255.98			
			Vessel arrived pier S-2 at 1:10 PM 8/10.		
			After undocking, vessel tied to pier		
			S-3 at 9:00 AM 8/12		
	Vessel ready to undock 7:21 AM 8/12				
		Compiled by C	Approved by	Entered AUG 20 1948	Billed <i>[Signature]</i>

THE PORT OF PORTLAND—DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No. 3998 August 1945

Name of Vessel S/S San Vincente Gross Reg. Tonnage: 5597

Cargo — Long Tons: _____

Works

Ordered by Albina Engine & Machine Bill to same Repairs by same

Docked: _____ Undocking Started: _____ Lifted on: _____

4:35 PM 8/8 1945 6:30A M 8/10 1945 Pontoons Nos. all Dock No. 2

11023 JAMES KERRS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
8/9	Lift day ends 4:35 PM 5597 tons @ .10	559.70	Washed, cleaned & painted hull. Electric
8/10	1/2 of 1st lay day ends 4:35 AM		welded & calked rivets in hull. Cleaned
	5597 tons @ .10 X 1/2 279.85		sea valves. Inspected anchor chain.
	2/6 of final quarter of 1st		
	lay day ends 6:35 AM		
	5597 tons X .01 x 2 111.94	391.79	Vessel arrived pier S-2 at 9:45 AM 7/27
		951.49	
			After undocking, vessel tied to pier S-2
			at 7:38 AM 8/10
			Vessel departed from pier S-2 at 8:30 AM
	Vessel ready to undock 6:30 AM 8/10		8/10

Compiled by

C

Approved by

Entered

AUG 20 1945

Billed

S. H.

PURCHASE ORDER

REPAIR DEPARTMENT

JOB NO. Motor Body Coar

ALBINA ENGINE & MACHINE WORKS, INC.

2103 N. CLARK AVE.
PORTLAND 12, OREGONPURCHASE
ORDER NO. 59617

DATE August 22, 1945

SHIP TO

VIA 8304-3

F. O. B.

DEPT. ORDERED BY

DATE WANTED D.J. 3998MARK EVERY PACKAGE WITH
ABOVE ORDER NUMBER.The Port of Portland930 N. W. 14thPortland 9, Oregon

QUANTITY	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	TRADE DISCOUNT	AMOUNT
	Dock and Undocking S. S. "San Vincente"				
	Lift Day	5,597 tons	.10 per ton		
	1/2 1st Lay Day	5,597 tons	.10 x 1/2 per ton		
	2/6 of 3rd 1/4 1st Lay day	5,597 tons	.01 x 2		

PLEASE FURNISH 3 COPIES OF INVOICES
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FDL:1j

PURCHASING AGENT

THE PORT OF PORTLAND—DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No. 3997

July & August 19 45

Name of Vessel Tug Modoc *6 330 m* Gross Reg. Tonnage: 55

Cargo — Long Tons: _____

Ordered by The Port of Portland Bill to same Repairs by same

Docked: _____ Undocking Started: _____ Lifted on: _____

3:08 P M 7/31 19 45 10:50 AM 8/8 19 45 Pontoons Nos. 5 Dock No. 1

11023 JAMES KERNS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
8/1	Lift day ends 3:08 PM 55 @ .20 Min.	50.00	Lined up engine.
8/2	1st lay day ends 3:08 PM 55 @ .10 Min	25.00	
8/3	2nd " " " 3:08 PM 55 @ .10 "	25.00	
8/4	3rd " " " 3:08 PM 55 @ .10 "	25.00	
8/5	Idle day (Sunday) ends 3:08 PM	- - -	
8/6	4th lay day ends 3:08 PM 55 @ .10 Min	25.00	
8/7	5th " " " 3:08 PM 55 @ .10 "	25.00	
		175.00	
	Vessel ready to undock at 3:00 PM		
	8/7		

Compiled by

C

Approved by

Entered

AUG 20 1945

Billed

THE PORT OF PORTLAND—DRY DOCK

DOCKAGE COMPILATION SHEET

Docking No. 3996 July and August 19 45

Name of Vessel USS Samaritan Gross Reg. Tonnage: 12,451 displ.

Cargo — Long Tons: _____

Division

Ordered by Kaiser Co. Terminal Repair Bill to same Repairs by same

Docked: _____ Undocking Started: _____ Lifted on: _____

9:05 A M 7/27 19 45 8:26 A M 8/8 19 45 Pontoons Nos. all Dock No. 2

11023 JAMES KERIS & ABBOTT CO. PORTLAND

DATE	DOCKAGE	AMOUNT	GENERAL DESCRIPTION OF WORK
7/28	Lift day ends 9:05 AM 12,451 @ .10	1,245.10	Sand blasted, washed and hot painted
7/29	1st lay day ends 9:05 AM 12,451 @ .10	1,245.10	hull. Re-wooded stern bearing. Changed tail
7/30	2nd " " " 9:05 AM 12,451 @ .10	1,245.10	shaft. Repaired rudder.
7/31	3rd " " " 9:05 AM 12,451 @ .10	1,245.10	
8/1	4th " " " 9:05 AM 12,451 @ .10	1,245.10	
8/2	5th " " " 9:05 AM 12,451 @ .10	1,245.10	Vessel arrived pier S-2 at 5:30 AM 7/27
8/3	6th " " " 9:05 AM 12,451 @ .10	1,245.10	
8/4	7th " " " 9:05 AM 12,451 @ .10	1,245.10	After undocking, vessel tied to pier S-2
8/5	8th " " " 9:05 AM 12,451 @ .10	1,245.10	at 10:13 AM 8/8
8/6	9th " " " 9:05 AM 12,451 @ .10	1,245.10	
8/7	10th " " " 9:05 AM 12,451 @ .10	1,245.10	Vessel departed from pier S-2 at 10:25 AM
8/8	11th " " " 9:05 AM 12,451 @ .10	1,245.10	8/8
		\$14,941.20	
	Vessel ready to undock 7:10 AM 8/8		

Compiled by

C

Approved by

Entered

AUG 20 1945

Billed

[Signature]

PURCHASE ORDER

THE KAISER COMPANY

TERMINAL REPAIR DIVISION

2211 N. W. FRONT AVENUE
PORTLAND 9, OREGONDATE 9-10-45 194 SHEET 1 OF 1 SHEETSPORT OF PORTLAND
916 SPALDING BUILDING
CITY

INSTRUCTIONS

TRANSPORTATION CHARGES MUST BE PREPAID. IF QUOTED F.O.B. SHIPPING POINT, ATTACH ORIGINAL PAID FREIGHT BILL TO INVOICE.

APPLICABLE FEDERAL EXCISE TAXES MUST BE SEPARATELY STATED ON VENDOR'S INVOICE.

RENDER INVOICES IN TRIPLICATE TO ADDRESS SHOWN OPPOSITE.
ITEMIZED PACKING LIST MUST ACCOMPANY ALL SHIPMENTS.

THE PURCHASE ORDER NUMBER SHOWN BELOW MUST APPEAR ON EVERY SUB-ORDER AND SUB-SUB-ORDER, IN WHATEVER DEGREE, ISSUED IN FILLING THIS ORDER. THIS NUMBER MUST APPEAR ON ALL PACKAGES AND PAPERS RELATING TO THIS ORDER.

PURCHASE
ORDER

No 4366

YOUR OFFER AND QUOTATION, HERETOFORE SUBMITTED, FOR THE ITEMS LISTED BELOW IS HEREBY ACCEPTED SUBJECT TO ALL THE TERMS AND CONDITIONS PRINTED ON APPENDIX "A" HERETO ATTACHED.

DATE TO BE DELIVERED

SHIP VIA

CONFIRMATION

F.O.B.

TERMS

DELIVER TO 2100 N. W. FRONT AVENUE

SEE REVERSE SIDE FOR PRIORITY RATINGS, ALLOTMENT NUMBERS, AND SIMILAR INFORMATION.

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	UNIT	AMOUNT
			DOCKED 9:05 A.M. JULY 27, 1945 UNDOCKING BEGAN 8:26 A.M. AUGUST 8, 1945 LIFT DAY ENDING 9:05 A.M. JULY 28, 1945 12451 TONS @ 10¢ - \$1,245.10 11 LAY DAYS ENDING 9:05 A.M. AUG. 8'45 12451 TONS @ \$.10X11 - \$13,696.10			
				14,941.20		
			AH-10-8505-0701-21			

FOR PURCHASER'S USE ONLY

JOB ORDER NO. 23-21DEPARTMENT OR SHOP HAWLEY

PURPOSE FOR WHICH ORDERED

ORIGINATED BY

ON REQUEST NO. BUYER

D.E.

P. O. No. 4366

THE KAISER COMPANY

TERMINAL REPAIR DIVISION

BY

Dale Emery

CHIEF PURCHASING AGENT

1

TERMS AND CONDITIONS**APPENDIX 'A'**

(Adopted July 27, 1945)

An Attachment to Purchase Order Issued by**The Kaiser Company, Terminal Repair Division, Portland, Oregon**

TERMS AND CONDITIONS forming a part of this Order for equipment, materials, supplies, or services for construction, conversion or repair by The Kaiser Company of vessels or other facilities for the United States Government. The Seller in accepting the Order to which this Appendix "A" is attached, accepts and agrees to all of the Terms and Conditions hereon, as well as those on the face of the Order of which this Appendix "A" is a part.

Article 1. DEFINITION OF TERMS—(a) The term "Order", as used herein, means Purchase Order for merchandise and/or services, of which this Appendix "A" is a part. (b) The term "Purchaser", as used herein, means THE KAISER COMPANY, a Nevada corporation, and shall be deemed to include the term "Contractor", as the case may be. (c) The term "Seller", shall be deemed to include the term "Subcontractor", as the case may be, and, as used herein, means the person, firm or corporation from whom the merchandise and/or services described on the face of this Order, to which this Appendix "A" is attached, has been ordered and which has herein agreed to perform the work and furnish the materials provided for herein. (d) The term "Services", as used herein, is understood to include all materials furnished and all necessary work in connection therewith under the Terms of this Order; and the term "Merchandise", as used herein, is understood to include all necessary work in connection therewith performed by the Seller under the Terms of this Order, both before and after delivery to the custody of the Purchaser. (e) The term "Government", as used herein, means the United States of America acting by and through the Navy Department, the War Department, or the War Shipping Administration, or the United States of America acting through any of its departments or agencies.

Article 2. TAXES—Seller agrees to accept exclusively liability for the payment of all payroll taxes or contributions for unemployment insurance or old age pensions or annuities which are measured by the wages, salaries or other remuneration paid to Seller's employees; and to comply with all laws, orders and regulations respecting the assumption by Seller of liability for said taxes or contribution.

Unless otherwise indicated on the face of this Order, the contract price shall be deemed to include any Federal tax heretofore imposed by the Congress, which is applicable to the items called for hereby. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or changed by the Congress after the date of this Order and made applicable directly upon the production, manufacture, sale or transportation charge of and for the items covered hereby, then the price as stated herein shall be adjusted accordingly.

Article 3. TITLE TO PROPERTY—Title to all vessels in possession of Purchaser for repair, conversion or alteration, and title to all materials, equipment or supplies, whether paid for or not, delivered to the job site or approved storage site, to be incorporated in the completed projects and/or vessels shall be in the Government. Title to any materials, machinery, or equipment, to the extent the Purchaser makes payment therefor, even though such materials, machinery, or equipment have not been delivered to the site of the work, and even though the work under this Order has not been completed by the Seller, shall vest in the Government immediately on such payment being made; provided, however, that the Seller will hold the Purchaser, and/or the Government, free from any loss or damage to any such property prior to delivery to the job site or approved storage site. The provisions as to title being vested in the Government shall not operate to relieve the Seller from any duties imposed under the terms of this Order, nor shall they be construed as an admission that Purchaser is obligated to pay for merchandise, materials, equipment or services other than in the manner otherwise provided for herein, or prior to delivery to the job site.

Article 4. WARRANTY—(1) Seller warrants that (a) the merchandise shall correspond with the description of the same on this Order and shall be of good merchantable quality; (b) the merchandise is free and clear of all liens and encumbrances whatsoever and the Seller has a good and marketable title thereto. Purchaser shall have the right, at its option, to pay directly to any person, firm, association or corporation, any sum due, or to become due, to such payee for performing or furnishing any work, labor, materials, supplies, tools, or other thing used or intended for use in connection with the execution of this Order on the part of Seller; and Purchaser may charge all such payments to the account of the Seller. (2) The Seller shall pay all costs and expenses incident to any work performed by it or for its account, and shall not have any right, power or authority to, and shall not, create, incur, suffer or permit to be placed or imposed upon any vessels being repaired, its hull, engines, tackle, apparel and furniture of all kinds, any maritime lien or other lien or any encumbrance or charge in any way arising from any act or omission of the Seller, or to incur any debt, obligation or charge upon the credit of the vessel. The Seller shall, orally or in writing, inform all persons dealing with it of the provisions of this paragraph.

Article 5. INSPECTION—All materials and workmanship are subject to inspection and tests at the factory or elsewhere including, without limitation, destination, by the Government and/or the Purchaser and/or their nominees. Seller shall provide free access to materials under construction, wherever they may be, together with the necessary space and equipment for the performance of such inspections and tests.

If upon such inspection the merchandise and/or workmanship proves not to conform to the requirements of this Order, or if within one year from the date of delivery said merchandise proves to be defective as to material or workmanship, the Purchaser shall be entitled to reject the defective merchandise and return the same to the Seller, whereupon the Seller shall refund to Purchaser any part of the purchase price theretofore paid for said defective merchandise, together with all charges incurred by Purchaser for transportation, handling and storage. Seller further agrees, at option of Purchaser, to correct or replace at Seller's own expense any failure of the items covered by this Order to meet the requirements agreed to between Purchaser and Seller, or any defect in materials or workmanship which may develop during the course of any dock trial, sea trial, or other trial or test of the vessels or facilities in which such materials were used or on which such work was performed or during a period of sixty days from the date of acceptance of any such vessels or facilities by the Government. The covenants contained in this paragraph shall inure to the benefit of the Government, to whom all disputes shall be referred for final decision thereon.

Article 6. PATENTS—Seller shall save harmless and indemnify Purchaser and the Government from and against any claims and demands for

infringement of patents covering the whole or any portion of the merchandise specified in this Order.

Article 7. LIABILITY—Seller shall save harmless and indemnify Purchaser from and against all claims, suits (including counsel fees and other expenses of suits, whether groundless or not), judgments and awards on account of any damage to property or injury (including death) to persons (including any damage or injury to the property or person of any employee of Seller or of Purchaser) which may be caused or be alleged to have been caused in whole or in part by, or which may occur or be alleged to have occurred due to the negligence or other fault of the Seller, in connection with the execution of this Order on the part of the Seller.

Article 8. DISCOUNTS—Seller will state its discount terms of payment on invoices. Time, in connection with discount offered, will be computed from date of delivery of the merchandise at destination or port of embarkation, or from date correct bill or voucher properly certified by the Seller, is received if the latter date is later than the date of delivery as aforesaid.

Article 9. HANDLING AND PACKING CHARGES—Purchaser will pay no charge for packing, loading or draying, or for packing cases, reels, drums, or other extras, unless otherwise specified on the face of this Order.

Article 10. DELAYS IN SHIPMENT—Seller shall advise immediately of any shortage or delay in shipment.

Article 11. BILLS OF LADING—Seller shall mail promptly to Purchaser signed bills of lading or signed express receipt for each car or part of car or shipment, showing number of packages or pieces, car number, routing, weight and through rate to destination; and also full specifications or loading tally showing number of packages numbered consecutively, and contents of each.

Article 12. DOMESTIC PREFERENCE—In meeting this Order, Seller shall use only such unmanufactured articles, materials and supplies as have been mined or produced in the United States, and only such manufactured articles, materials and supplies as have been manufactured in the United States substantially all from articles, materials or supplies mined, produced or manufactured, as the case may be, in the United States. The foregoing provisions shall not apply to such articles, materials or supplies of the class or kind to be used, or such articles, materials or supplies from which they are manufactured as are not mined, produced or manufactured, as the case may be, in the United States in sufficient and reasonably available commercial quantities, and of a satisfactory quality, or to such articles, materials or supplies as may be accepted by the head of the department of the United States, under the provisions of Title III, Section 3, of the Act of Congress, approved March 3, 1933 (41 U. S. C. 10).

Article 13. PRICES—Prices on Seller's invoice must not be higher than the prices shown on this Order. Seller represents, warrants and certifies that none of the prices, after taking into consideration discounts, allowances and/or other factors affecting final sales prices contained in the Purchase Order, exceed the maximum price chargeable and payable under the Regulations of the Office of Price Administration and/or any other applicable State or Federal legislation or regulations; and Seller agrees to reimburse and pay Purchaser or its assigns all moneys paid hereunder in excess of such regulations or such legislation.

Article 14. DEFAULT—The following shall constitute events of default under this Order:

- Failure of the Seller in any respect to use due diligence in proceeding with the performance of the work required under this Order, or failure to perform any of the covenants on its part to be performed hereunder. In the event that the Purchaser accepts late deliveries of merchandise under this Order, such acceptance shall not constitute a waiver of the Seller's obligation to deliver the balance of the merchandise in strict conformity with the delivery schedule of this Order, nor shall it constitute a waiver of the Purchaser's right to terminate this Order for default if the Seller fails to deliver in strict conformity. Acceptance of delivery of merchandise by the Purchaser any time subsequent to the Purchaser having transmitted notice of termination for default pursuant to Article 15 to the Seller shall not prevent return of the merchandise so accepted to the Seller at the Seller's sole cost and expense. Although Purchaser may accept delivery of the merchandise at a time subsequent to the delivery date specified on the face of the Order, Purchaser shall have the right to terminate this Order for default, and shall return said merchandise to Seller at Seller's own expense.
- The filing by the Seller of a petition in bankruptcy or for reorganization under the Bankruptcy Act or the entry of an order upon petition against the Seller adjudicating the Seller a bankrupt, or the appointment of a receiver or receivers of the Seller of any property belonging to the Seller necessary for the performance of its obligation under this agreement.
- The failure of the Seller to pay when due any charge for labor, material, or services incurred in connection with work under this Order.

Article 15. TERMINATION FOR DEFAULT—Upon the occurrence of any of the events of default set forth in Article 14 hereof, the Purchaser may terminate this Order.

It is understood and agreed that in the event the Order is terminated on account of the default of the Seller, the Purchaser may purchase or cause to be manufactured or complete the manufacture of any merchandise with respect to which the Seller defaulted, or complete the services or cause the completion of any services with respect to which the Seller defaulted, and any excess in cost over the order price stipulated herein and adjustment thereof, if any, shall be charged to the Seller, PROVIDED, that any action taken by the Purchaser pursuant to this article shall not affect or impair any rights or claims of the Purchaser to damages for breach by the Seller of any of the conditions of the Order.

(Articles 16 to 53 inclusive, immediately following, are included in the Terms and Conditions of this Purchase Order.)

If any delay arises from any of the causes covered by Article 17 hereof, Purchaser shall also have the right to terminate this Order, but in the event of such termination, Purchaser may not charge to Seller the excess in cost of replacement merchandise over the order price stipulated herein and adjustment thereof, and Purchaser shall pay Seller as provided in Article 16 (b) (1) for services completed or partially completed on materials returned to Purchaser.

Article 16. TERMINATION FOR CONVENIENCE—

- (a) The Purchaser may for his own convenience or that of the Government terminate work under this Order, in whole or in part at any time by written or telegraphic notice to the Seller. Such notice shall state the extent and effective date of such termination; and, upon the effective date thereof, the Seller will, as and to the extent directed by the Purchaser, stop work under this Order and the placement of further orders or subcontracts hereunder, terminate work under orders and subcontracts outstanding hereunder, and take any necessary action to protect property in the Seller's possession in which the Purchaser has or may acquire an interest.
- (b) If the parties cannot by negotiation agree within a reasonable time upon the amount of fair compensation to the Seller for such termination, the Purchaser in addition to making prompt payment of amounts due for articles delivered or services rendered prior to the effective date of termination, will pay to the Seller the following amounts without duplication:
 - (1) The contract price for all articles or services which have been completed in accordance with this Order and not previously paid for.
 - (2) (i) The actual costs incurred by the Seller which are properly allocable or apportionable under recognized commercial accounting practices to the terminated portion of this Order, including the cost of discharged liabilities which are so allocable or apportionable, and (ii) a sum equal to 2% of the part of such costs representing the costs of articles or materials not processed by the Seller, plus a sum equal to 8% of the remainder of such costs, but the aggregate of such sums shall not exceed 6% of the whole of such costs. For the purpose of subdivision (ii) such costs shall exclude any charge for interest on borrowings and shall exclude the cost of discharging liabilities for parts, materials or services not received by the Seller before the effective date of termination.
- (3) The reasonable costs of the Seller in making settlement hereunder and in protecting property in which the Purchaser has or may acquire an interest.

Payments made under this paragraph (b), exclusive of payments under subparagraph (3), shall not exceed the aggregate price specified in this Order, less payments otherwise made or to be made.

- (c) With the consent of the Purchaser, the Seller may retain at an agreed price or sell at an approved price any completed articles, or any articles, materials, work in process or other things the cost of which is allocable or apportionable to this Order under paragraph (b) (2) above, and will credit or pay the amounts so agreed or received as the Purchaser directs. As directed by the Purchaser, the Seller will transfer title to, and make delivery of, any such articles, materials, work in process or other things not so retained or sold. Appropriate adjustment will be made for delivery costs or savings therein.
- (d) The provisions of this Article 16 shall not limit or affect the right of the Purchaser to terminate this Order for the default of the Seller.
- (e) Any adjustment, settlement, and/or payment made or to be made under this Article 16 is subject, without limitation, to the prior approval of the Government.

Article 17. FORCE MAJEURE—Seller shall incur no liability other than as specified in Article 15 for delay in performance of services or for delay in delivery of materials due to any cause whatsoever (except inclement weather of the ordinary seasonal nature) not reasonably within the control and without the fault or negligence of Seller, among which, but not exclusive of other causes are acts of God, acts of the Purchaser, fire, strikes, flood, epidemics, quarantine restriction, war, insurrection or riot, civil or military authority, compliance with priorities and preference ratings issued by the Government, freight embargoes, car shortages, wrecks or delays in transportation; unusually severe weather; or inability to secure necessary labor, materials or manufacturing facilities due to such causes; provided that written notice of any delay caused by "Force Majeure" and the anticipated result thereof, shall, when knowledge thereof has come to the Seller, be given promptly by the Seller to the Purchaser.

Article 18. RENEGOTIATION—This Order shall be deemed to contain all the provisions required by subsection (b) of the Renegotiation Act as amended by Section 701 of the Revenue Act of 1943 (Public Law 235, 78th Congress, approved February 25, 1944). The Seller shall, in compliance with said subsection (b) of the Renegotiation Act, insert the provisions of this article or the provisions required by said subsection (b) in all orders placed by Seller under this Order.

Article 19. REPEALING—This Order and any subcontract made hereunder are subject to Title VIII of the Revenue Act of 1943 (Public Law 235, 78th Congress), enacted February 25, 1944 (Repealing of War Contracts).

Article 20. OREGON UNIFORM SALES ACT—Notwithstanding any of the Terms and Conditions herein set forth, the Purchaser shall be entitled to exercise and invoke any and all rights and remedies granted to Buyers under the Uniform Sales Act of Oregon.

Article 21. NO ORAL REPRESENTATIONS—These Terms and Conditions and the Order to which they are attached comprise the entire agreement between the parties hereto, and no variation from the same shall be valid unless made in writing between the parties subsequent hereto.

Article 22. NO CONVICT LABOR—Seller shall not employ any person undergoing sentence of imprisonment at hard labor.

Article 23. NO DISCRIMINATION—The Seller agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and further agrees that it will include a provision similar to this provision in all subcontracts.

Article 24. ATTORNEYS' FEES—Seller hereby agrees to pay to Purchaser a reasonable sum as attorney's fees in all court actions brought by either of them against the other or in which they are both plaintiffs or defendants, and also in court actions involving offsetting claims between Seller and Purchaser, because of any doubts, disputes or actions arising out of this Order except in the following cases:

- (a) When Seller obtains a favorable net judgment against Purchaser after consideration of claims and offsets of Purchaser which are allowed by the court against Seller, for breach of this Order;

- (b) When Purchaser is denied a favorable judgment by a court in any suit against Seller which may be brought by Purchaser.

Article 25. ASSIGNMENT—Seller shall not assign this Order nor any moneys due or to become due hereunder, without prior written consent of Purchaser; and any attempted assignment without consent of Purchaser shall be void. No sight drafts for Purchases will be honored.

Article 26. ADEQUATE FACILITIES—Seller in accepting this Order guarantees that it has adequate facilities for the performance of any work hereunder and that no additional facilities (excluding replacements) will be required by it.

Article 27. RECORDS TO BE KEPT BY SELLER—If the Order to which these Terms and Conditions are applicable is on any basis other than a fixed price which may not be adjusted by an escalator clause contained in said Order, the following provisions shall apply:

- (a) The Seller shall keep adequate records and books of account showing the cost of all items of labor, material, equipment, supplies, services and other expenditures of whatsoever nature in connection with the performance of this Order, and records showing the Payable Hours of direct labor worked by its employees under this Order. The method of accounting employed by the Seller shall be subject to the approval of the Government but no material change will be made therein if the same conforms to good accounting practice and is sufficient for the purposes of this Order;
- (b) The Government shall at all times be afforded proper facilities for inspecting records and books of account pertaining to this Order and shall at all times during the regular daytime office hours have access thereto for such purposes. All information obtained from said records and books of account shall be treated as confidential;
- (c) The Seller shall preserve all records and books of account pertaining to this Order, provided, however, that if the Seller shall desire at any time after six years from the date upon which final payment under this Order becomes due to dispose of said records and books of account, it shall so notify the Government, which shall in writing authorize their destruction or notify the Seller to turn over the same to the Government for such disposal as it may desire to make thereof.

Article 28. DISCLOSURE OF INFORMATION, ALIEN EMPLOYEES AND REPORTS OF SABOTAGE—

- (a) It is understood that this Order relates to and is connected with the National Defense (prosecution of the war effort), and it is agreed:
 - (i) that no information relating to the work under this Order shall be communicated, transmitted, or disclosed to any person not entitled to receive it; and (ii) that the Seller shall be responsible for safeguarding matters within the Seller's control identified by the Government as secret, confidential or restricted;
- (b) No aliens in the employ of the Seller shall be permitted to have access to any plans or specifications furnished to the Seller by Purchaser, or to the work under this Order, or to participate in any contract trials, unless the written consent of the Government has first been obtained;
- (c) Seller agrees that it will immediately submit a confidential report to the Navy Department whenever it has information indicating (i) that any of its employees may be engaged in subversive activity at any place, or (ii) that an active danger of espionage or sabotage exists at any plant, factory or site, at which work under this Order is being performed, or at which material acquired, fabricated or manufactured in connection with the performance of this Order is stored. The reports shall contain a complete statement of such information. The Seller agrees that it will instruct its personnel to submit any information coming to their attention with respect to the foregoing;
- (d) Seller agrees that it will, whenever directed by a duly authorized representative of the Government, submit any and all information which the Seller may have concerning any of its employees engaged in work at any plant, factory or site at which work under this Order is being performed;
- (e) Seller agrees that it will refuse to employ, or if already employed, will forthwith discharge from employment and will exclude from any plant, factory or site at which work under this Order is being performed, any person whom the Government, in the interest of security against sabotage, espionage or subversive activity, may designate;
- (f) Seller shall not employ any person who advocates, or who is a member of an organization that advocates, the overthrow of the Government of the United States by force or violence to perform any part of the work under this Order.

Article 29. OFFICIALS NOT TO BENEFIT—No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Order or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Order, if made with a corporation of its general benefit.

Article 30. PLANS, DRAWINGS AND/OR SPECIFICATIONS—The services are to be performed in accordance with the plans, drawings and/or specifications appearing, or referred to, on the face of this Order; any discrepancies occurring within such plans, drawings and/or specifications shall be referred by Seller to Purchaser for clarification and instructions.

Purchaser reserves the right, by written notice, to correct any errors or omissions in the plans, drawings and/or specifications, or to make any changes therein without notice to sureties. Within two (2) days after receipt of written notice from Purchaser to make changes in the plans, drawings and/or specifications, Seller will furnish to Purchaser a written statement of its estimate of the net increase or decrease in cost and time due resulting from such change. If Purchaser does not accept such estimate of net increase or net decrease in cost and/or time, the work shall nevertheless proceed in accordance with the order for changes and the adjustment of compensation and time shall be subsequently settled by negotiation between the parties.

The Purchaser does not guarantee the correctness of the dimensions, sizes and shapes given in any ship repair order, sketches, drawings, plans, or specifications prepared or furnished by the Purchaser. The Seller shall be responsible for the correctness of the shape, sizes, and dimensions of parts to be furnished hereunder other than those furnished by the Purchaser.

Article 31. BONDS—If required by this Order, as hereinbefore indicated, Seller agrees to furnish two separate bonds, one for "Performance" coverage in the amount of 100% of the price of the Order, and the other for "Payment" coverage in the amount of 50% of the price of the Order. If the final price of the Order as adjusted by change orders and/or addenda to the Order, exceeds the original price by more than 50% of such original price, then in such event the penal sums of the said two bonds shall be

(Articles 1 to 31 inclusive, immediately preceding, are included in the Terms and Conditions of this Purchase Order issued by the Kaiser Company, Terminal Repair Division, Portland, Oregon.)

increased to conform with the amount of the final price of the Order. The latest revision of Government Standard Form 25 ("Performance") and Form 25-A ("Payment") shall be used, and the bonds shall be issued by a bonding company on the approved list of the Treasury Department (Form 356). The United States Maritime Commission as well as the Purchaser shall be named as Obligees on the bonds. Such bonds shall be executed and delivered to the Purchaser before any work is commenced under this Order. Seller shall pay and solely bear the cost of all premiums on such bonds.

Article 32. APPROVAL OF THE GOVERNMENT — This Order is subject to the approval of the Government or its duly authorized representatives.

Article 33. SELLER'S CONTRACTS — If the Service covered by this Order is of a nature which is ordinarily done under a ship repair or alteration contract and if the materials in connection with such Service are furnished for work hereunder by a Seller who has a ship repair, completion, alteration or addition contract with the Government, all such work and material shall be charged to the Government under this Order at a price not in excess of the payable for doing such work or furnishing such material if furnished directly to the Government under such other ship repair, completion, alteration or addition contract. If Seller has a ship repair, completion, alteration or addition contract with the Government, the work shall be done at rates not in excess of the rates payable under such contracts.

NOTE: Articles 34 and thereafter are applicable only where work is to be performed on the shipyard site or on the vessel or on any site, facilities or premises under the direction or control of the Government and/or the Purchaser.

Article 34. NO REPRESENTATIONS TO SELLER — It is distinctly understood and declared by the Seller that this Order is made for the consideration set forth on the face of this Order and that the Seller has by careful examination satisfied himself as to the nature and location of the work to be performed, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and as to any and all other matters and conditions which can in any way affect the work under this Order. No oral agreement or conversation with any officer, agent or employee of the Purchaser either before or after the execution of this Order shall affect or modify any of the terms or obligations herein contained.

Article 35. MONTHLY REPORT — Seller will report monthly and will cause his subcontractors in turn to report in like manner, within five (5) days after the close of each calendar month, on forms to be furnished by the United States Department of Labor, the number of persons on their payrolls employed under this Order on the construction site or facilities or premises under direction and control of the Government, the aggregate amount of such payrolls, the man hours worked, and the total expenditures for materials.

Article 36. MUNICIPAL FEES AND DEPOSITS — Seller agrees to secure all necessary permits in connection with the performance of the work under this Order and to pay all municipal and other fees in connection therewith, and agrees to furnish at its expense any and all bonds and cash or other deposits required by law or required by any lawful body having the right to make demand therefor.

Article 37. SELLER NOT AGENT OF PURCHASER — In the execution of the work provided for herein Seller shall operate as an independent Contractor and not as agent of Purchaser.

Article 38. SUPERINTENDENCE — Seller agrees to designate, appoint and maintain a competent Superintendent who, on behalf of Seller, shall have complete charge of all work under this Order. Seller shall promptly advise Purchaser in writing, giving the name, address and telephone number (day and night) of such designated Superintendent and of any changes from time to time in such superintendence.

Article 39. PERFORMANCE OF WORK — Seller agrees to proceed with the work to be performed under this Order and each and every part and detail thereof, in the best and most workmanlike manner by qualified, careful and efficient workers, and agrees to do the several parts thereof at such time and in such order as Purchaser may direct and agrees to finish such work in strict conformance with said plans, drawings and/or specifications, or any changes, modifications or amplifications thereof made by Purchaser.

If the work done under this Order proves to be defective as to material and/or workmanship furnished by the Seller, the Purchaser shall notify the Seller and may at its discretion give the Seller a reasonable opportunity to correct or remedy such defects by repair or replacement or may reject such defective materials and/or workmanship and replace them at the expense of the Seller and deduct the amount of such expense from any amounts due under this Order. In no event shall Purchaser be precluded from pursuing any other remedy which may be available against Seller for such defective material or workmanship.

The material and workmanship shall represent the best commercial marine practice, except that with regard to military features, including gun-foundations, gun-firing mechanisms, torpedo-tube installations, signal apparatus and magazines, naval standards of material and workmanship shall be followed. An inspector of the Navy Department will prescribe the naval standard wherever applicable, and the decision of the Naval Inspector shall be final. No welder shall be permitted on work in connection with repairs, completions, alterations or additions unless his qualifications satisfy the Government and he is certified by the Bureau of Marine Inspection and Navigation, or American Bureau of Shipping, or he has passed the Navy test for welders. Likewise, welding electrodes and welding technique used shall be satisfactory to the Government. All welding on boilers and high pressure steam lines shall be in accordance with the rules of the Bureau of Marine Inspection and Navigation.

The work shall, whenever practicable, be performed in such manner as not to interfere with the berthing and massing of or personnel attached to the vessel undergoing repairs, completion, alterations or additions.

Article 40. HOURS OF WORK — Seller agrees to make every effort to complete the work under this Order in accordance with the Purchaser's repair schedule and to achieve this end by taking all practicable measures.

Article 41. PATENT RIGHTS — It is mutually agreed that Seller shall pay all claims growing out of any use or infringement of patent rights covering work under this Order, or any part thereof, or of any tools, implements or appliances used or in connection with said work, including their use by or for the Purchaser and/or the Government after installation, and Seller agrees fully to reimburse Purchaser and/or the Government for any royalties, damages, attorneys' fees, or other payments that Purchaser and/or the Government shall be called upon or be obligated to pay by virtue of any

use or infringement of such patent rights, originating or growing out of said work or any part thereof, or of any tools, implements or appliances used on or in connection therewith.

Article 42. INSURANCE — Seller should for his own protection carry adequate Public Liability Insurance, Property Damage Insurance, Automobile Public Liability Insurance, Automobile Property Damage Insurance, and Workmen's Compensation Insurance. If this Order provides for the performance of repair work to which the Federal Longshoremen's and Harbor Worker's Compensation Act is applicable, the Seller shall carry adequate insurance, securing the payment of compensation under the said Act to employees of the Seller who will be engaged in the performance of such work. The Seller shall furnish to the Purchaser a certificate showing that such insurance has been obtained.

This Subcontract is subject to the provisions of the Act of June 25, 1936 (Public No. 814), entitled "An Act to provide more adequate protection to workmen and laborers on projects, buildings, constructions, improvements and property wherever situated, belonging to the United States of America, by granting to the several States jurisdiction and authority to apply their State Workmen's Compensation laws on all property and premises belonging to the United States of America."

Article 43. LIENS — Seller expressly agrees to discharge at once all liens which may be filed in connection with said work and hold harmless therefrom the Purchaser, the Government and the owners of the premises upon which the work is to be performed.

Article 44. SELLER TO REMOVE DEBRIS AND WASTE MATERIALS — Upon termination or completion of said work, Seller shall remove all debris and waste materials and leave the premises in a neat and clean condition, all to the satisfaction of the Purchaser. Scrap and other material of value not incorporated in the work to be performed hereunder, shall be turned over to or left with the Purchaser.

Article 45. UNION CONDITIONS — Purchaser has heretofore entered and may hereafter enter into agreements with the Building and Construction Trades Department and the Metal Trades Department of the American Federation of Labor and with certain International and Local Unions affiliated with such Departments, providing that all workmen, with certain exceptions stated in said agreements, shall be employed only from and through such Unions and fixing the wages, hours and working conditions applying to such employment. Seller agrees to abide by the Terms of said Union Agreements and Governmental Regulations, in so far as they may be applicable to him.

Article 46. WAGE RATES — If, as designated on the face of this Order, this Order is for normal vessels repair work, then in the performance hereof, Seller shall pay the wage rates and observe the other working conditions for like work established by the Purchaser and approved by the Government. If, as designated on the face hereof, this Order is for special vessel repair work, then in the performance hereof the Seller's wage rates and working conditions shall be those normally observed by the Seller with his own employees.

Extra compensation for overtime work at the rate of double time will be payable only where the performance of overtime work at the rate of double time has been authorized in writing by the Naval Inspector in advance of the performance of such overtime work; provided, however, that the Seller shall not be required to perform overtime work at the rate of double time unless such overtime work has been authorized by the Naval Inspector. No allowance shall be made for straight time, overtime, shift work, allowances for lunch periods and rest periods required by law, traveling time or dirty work premiums or incentive bonuses or any other type of payment, in excess of the applicable Zone Standard Agreement or applicable laws and executive orders.

The Seller and any subcontractors under him shall pay all mechanics and laborers employed on work under this Order and directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at the time of payments, computed on wage rates not less than those provided in the agreement with the Unions, as set forth under Article 45 hereof, or less than those provided which may be determined by the Secretary of Labor pursuant to the provisions of the Act approved March 5, 1931 (46 Stat. 1494) (Davis-Bacon act), to be the prevailing rates for the various classes of such laborers and mechanics; and the scale of wages to be paid shall be posted by the Seller in a prominent and easily accessible place at the site of the work. The Purchaser and/or the Government shall have the right to withhold from the Seller, and from subcontractors under him, so much of the accrued payments as may be considered necessary by the Purchaser, and/or the Government, to pay to laborers and mechanics employed by the Seller, or by any other subcontractors on the work, the difference between the rates of wages required to be paid laborers and mechanics on the work and the rates of wages received by such laborers and mechanics and not refunded to subcontractors or their agents.

If this Order provides for the performance of work or the furnishing of materials on or for Navy vessels, then in the performance hereof the Seller shall observe and comply with all applicable provisions of the Walsh-Healy Act (Act of June 30, 1936, c.881, 49 Stat. 2036 as amended), and shall indemnify the Purchaser against any damages or penalties the Purchaser may suffer as a result of the Seller's failure so to comply with the said Act.

Article 47. EIGHT-HOUR LAW — OVERTIME COMPENSATION — Unless otherwise provided by law, provisions of law prohibiting more than eight (8) hours of labor in any one day of persons engaged upon work covered by the Purchaser's Repair Contracts with the Government shall, in accordance with the provisions of the Act approved October 10, 1940 (Public No. 831, 76th Congress), be suspended.

Article 48. KICKBACK STATUTE — Seller shall make and file all affidavits concerning rates of pay for labor, etc., and will otherwise comply with the regulations promulgated by the Secretary of Labor pursuant to the provisions of the Act approved June 13, 1934 (40 U.S.C. 276 (b) and (c)). In compliance with the above, the Seller agrees to furnish the Purchaser with triplicate copies of all payrolls of the Seller and of his own subcontractors for work performed on the site. In addition a triplicate appointive affidavit giving the representative of the Seller and representative of the Seller's subcontractors the authority to certify payrolls must be supplied. With each set of triplicate payrolls triplicate certifications must be properly executed and attached. The affidavit forms will be supplied by the Purchaser.

Article 49. AFFIDAVITS — The Purchaser may, if the Government so directs, require any person, paid from any funds made available under this Order, to execute and file an affidavit in such form as to satisfy the requirements of Public Law No. 5 and/or No. 23 (77th Congress); but the execution and filing of such affidavit shall be without prejudice to the rights of the Purchaser to require such further evidence in the premises as it may deem desirable.

(Articles 50 to 53 inclusive, immediately following, are included in the Terms and Conditions of

Article 50. REMOVAL OF EMPLOYEES — The Purchaser may require the removal or discharge of any person employed in or about the Purchaser's facilities if it determines that the employment of such person is detrimental to the performance of the work under the contracts with the Government specified on the face hereof.

Article 51. PRINCIPAL CONTRACT INCLUDED IN ORDER — In the performance of this Order, Seller binds himself to the Purchaser and to the Government to comply fully with all undertakings and obligations of the Purchaser (excepting such as do not apply to the Seller's work), under the contract with the Government specified on the face hereof, which are hereby adopted and made a part of this Order. Seller is hereby advised that copies of said principal contract are available for his inspection at the Purchaser's offices at Portland, Oregon.

Article 52. CONTRACT TO INURE TO BENEFIT OF THE GOVERNMENT — If prior to the completion of this Order the Government shall take over the facilities hereinabove mentioned, this Order shall inure to the benefit and shall be completed in the same manner as if this Order had been made with the Government in the first instance.

Article 53. TIME AND MATERIAL SUBCONTRACT — If the work hereunder is to be performed upon a so-called "time and material" basis and the applicable prime contract described on the face of this Order is with the Navy Department, Seller shall comply with the conditions and requirements contained in a letter dated October 17, 1944, written by Lieut. (j.g.) J. D. Willson, Officer-in-Charge, Branch Office, Supervisory Cost Inspector, 15th Naval District, bearing reference No. L10-6(2537)CI-1. This letter is by reference made a part of this Order and copies thereof may be secured from Purchaser.

PRIORITY RATINGS, ALLOTMENT NUMBERS, AND SIMILAR INFORMATION

The following information is being furnished to you for your information and for the information of the Government. It is requested that you keep this information confidential and not disclose it to any other person. This information is being furnished to you for your information and for the information of the Government. It is requested that you keep this information confidential and not disclose it to any other person.

Article 54. ASSIGNMENT OF WORK — The Government may assign to you all or part of the work under this Order. You agree to accept such assignment and to perform the work assigned to you in accordance with the terms of this Order.

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